KOCH & SCOW, LLC

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Attorneys for

PRIMA PROPERTY 2010, LLC

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re: Case No.: 13-20691-LED

John G. Woodrum (Deceased) and

Ellen Marie Woodrum,

Debtors.

Chapter 13

MOTION FOR RELIEF FROM AUTOMATIC STAY

E-Filed on 5-9-2014

Hearing Date: 6/10/2014 Hearing Time: 2:00 p.m.

Creditor Prima Property 2010, LLC ("Prima Property") hereby moves for relief from the automatic stay to obtain possession of the Debtors' interest in that certain nonresidential vacant parcel located in Lake Las Vegas, APN 160-22-222-006 (the "Property"). This Motion is made and based upon the attached Memorandum of Points and Authorities, the attached Declaration of Steven R. Scow in support of the Motion, the record in this case, and any arguments and evidence presented at or prior to the hearing on this Motion. The Section 362 Information Sheet is attached as Exhibit "A".

A proposed order is attached as Exhibit "B".

Dated: May 9, 2014

KOCH & SCOW, LLC

Steven B. Scow (Nev. Bar No. 9906) 11500 S. Eastern Ave., Ste. 210 Henderson, Nevada 89052 1

MEMORANDUM OF POINTS AND AUTHORITIES

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FACTUAL BACKGROUND.

In or around 2006, John G. Woodrum and Ellen M. Woodrum (the "Debtors"), though their family trust The Woodrum Family Trust dated January 19, 1999, contributed \$500,000 toward a loan secured by a deed of trust on a vacant 10-acre parcel of land in Lake Las Vegas, APN 160-22-222-006 (the "Property"). The total contributions towards the loan on the Property at that time were \$13.5 million, so the Debtors ownership percentage in the loan was 3.7037%. [Declaration of Steven R. Scow ("SRS Decl."), ¶ 2.] The development on the Property failed, so the beneficiaries of the deed of trust, which beneficiaries were comprised of about 147 individuals/trusts/households, including the Debtors, foreclosed and became the owners of the Property. [SRS Decl., ¶ 2.]

The Property did not produce income because it was raw land, so property taxes, homeowners' assessments, and other related expenses began to accrue. In 2010, the owners of the Property requested a loan from the members of Prima Property 2010, LLC ("Prima Property") to pay the ongoing costs. [SRS Decl., ¶ 3.] As of May 1, 2014, over \$1,671,487 has been advanced (the "Loan") by Prima Property to pay the real property taxes and homeowners' assessments. The Loan was secured by a Deed of Trust (the "Deed of Trust") that was recorded against the Property on April 29, 2011. [Scow Decl., ¶ 4, Ex. C.]

At the time the Debtors contributed their funds in 2006, the Property was appraised at \$30 million since the 10-acre parcel was zoned and intended to be used for the development of a 240-unit condominium complex at Lake Las Vegas. Unfortunately, the real estate market collapsed and the zoning has since expired. [SRS Decl., \P 5.] While preparing to foreclose, Prima Property obtained a broker opinion of value (the "BOV") in the fourth quarter of 2013, and pursuant to the BOV the Property is valued at approximately \$842,400. [SRS Decl., ¶ 6, Ex. D.] Applying the Debtors' 3.7037% interest in the Property, the Debtors' interest is worth about \$31,200.

The ownership group, of which Debtors are a part, have defaulted on the Loan, and the entire outstanding balance of principal, interest, late charges and other fees and costs are now due and owing. [SRS Decl., \P 7.]

Prima Property wishes to exercise its nonbankruptcy remedies against the Property. [SRS Decl., \P 8.] The instant case, however, prevented foreclosure because of the automatic stay as it applies to Debtors' 0.037% interest of the Property. Compared to the balance of the Loan, the Debtors' interest is a de minimis amount and Prima Property believes that the Debtors and the Chapter 13 Trustee have abandoned their interest in the Property, but Prima Property is seeking relief from the automatic stay out of an abundance of caution. [SRS Decl., \P 8.] The Debtors did not even list their interest in the Property on their Schedules.

Prima Property's security interest in the Property is properly perfected. Prima Property continues to hold all right, title and interest to the Loan and the Deed of Trust as it has not assigned its rights away. [SRS Decl., \P 9.]

As of May 1, 2014, the following amounts are due and owing to Prima Property under the Loan: over \$1,671,487 in advanced funds, and more than \$750 in legal and foreclosure related fees related to this action. [SRS Decl., \P 10.] Interest on the Loan continues to accrue. [SRS Decl., \P 10.]

II. LEGAL ARGUMENTS.

Prima Property is seeking relief under Section 362(d) of the Bankruptcy Code. In the current situation, relief is available under 362(d)(1) and (2). The Debtors have the burden of proof regarding whether claims are adequately protected and whether the Property is necessary to an effective reorganization. *In re Sun Valley Ranches, Inc.*, 823 F.2d 1373, 1376 (9th Cir. 1987).

A. Cause exists to lift the stay under Section 362(d)(1).

As a preliminary matter, the Debtors have not even accounted for their interest in the Property in their Schedules. Prima Property believes this is because of the de minimis value of the Debtors' interest. Based upon the BOV, Prima Property believes the

Property is worth approximately \$842,400, though the Debtors' interest is limited to \$31,200. The Debtors have not provided for adequate protection to Prima Property.

Section 362(d)(1) requires relief from the automatic stay when "the debtor is not providing adequate protection to the creditor's interest in the property." *In re Nattchase Assocs. Ltd. Partnership*, 178 B.R. 409, 416 (Bankr. E.D. Va. 1994). Without any adequate protection, the stay should be lifted.

B. The Debtors do not have equity in the Property and the Property is not necessary for an effective reorganization.

Because the Debtors do not even account for their interest in the Property, their interest is not necessary for an effective reorganization. Moreover, there is no equity in the Property. Without any equity in the Property, and without the need for the Debtors' interest in the Property to confirm a plan, Prima Property should receive relief under Section 362(d)(2).

III. CONCLUSION.

For the reasons stated above, the stay should be lifted and Prima Property should be permitted to exercise its non-bankruptcy remedies against the Property, including the Debtors' interest in the Property.

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Dated: May 9, 2014

KOCH & SCOW, LLC

By: /s/ Steven B. Scow
Steven B. Scow (Nev. Bar No. 9906)
11500 S. Eastern Ave., Ste. 210
Henderson, Nevada 89052
Attorneys for Prima Property 2010, LLC

DECLARATION OF STEVEN R. SCOW

I, Steven R. Scow, do hereby swear under penalty of perjury that the following assertions are true to the best of my personal knowledge and belief. I am over the age of 18, and competent to testify.

- 1. I am a member of Prima Property 2010, LLC ("Prima Property"), and I am familiar with the facts and circumstances surrounding the obligations owed to Prima Property by John G. Woodrum and Ellen M. Woodrum (the "Debtors"), though their trust The Woodrum Family Trust dated January 19, 1999. If called upon to testify, I could and would testify competently to the facts herein.
- 2. Back in 2006, the Debtors contributed \$500,000 toward a loan secured by a deed of trust on a vacant 10-acre parcel of land in Lake Las Vegas, APN 160-22-222-006 (the "Property"). The total contributions towards the loan on the Property at that time were \$13.5 million, so the Debtors ownership percentage is 3.7037%. The development on the Property failed, so the beneficiaries of the deed of trust, which beneficiaries were comprised of about 147 individuals/trusts/households, including the Debtors, foreclosed and became the owners of the Property.
- 3. The Property did not produce income because it was raw land, so property taxes, homeowners' assessments, and other related expenses began to accrue. In 2010, the primary owners of the Property requested a loan from the members of Prima Property to pay the ongoing costs.
- 4. At present, over \$1,671,487 has been advanced (the "Loan") by Prima Property to pay the real property taxes, homeowners' assessments, and other expenses. The Loan was secured by a Deed of Trust (the "Deed of Trust") recorded against the Property on April 29, 2012. A true and correct copy of the Deed of Trust is attached as Exhibit "C".
- 5. At the time the Debtors contributed their funds, the Property was appraised at \$30 million since the 10-acre parcel was zoned and intended to be used for the development of a 240-unit condominium complex at Lake Las Vegas. Unfortunately, the

real estate market collapsed and the zoning has since expired. 1 Prima Property obtained a broker opinion of value (the "BOV") in the 2 fourth quarter of 2013 as we have been preparing to move forward with foreclosure on 3 the Property. Pursuant to the BOV the Property is valued at approximately \$842,400, so 4 5 the Debtors interest is worth approximately \$31,200. 7. The ownership group, of which Debtors are a part, have defaulted on the 6 Loan, and the entire outstanding balance of principal, interest, late charges and other fees 7 and costs are now due and owing. 8 8. Prima Property wishes to exercise its nonbankruptcy remedies against the 9 Property, and Prima Property is seeking relief from the automatic stay out of an 10 abundance of caution. 11 9. Prima Property continues to hold all right, title and interest to the Loan and 12 13 the Deed of Trust as it has not assigned its rights away. 10. As of May 1, 2014, the following amounts are due and owing to Prima 14 Property under the Loan: over \$1,671,487 in advanced funds, and more than \$750 in legal 15 and foreclosure related fees related to this action. Interest on the Loan continues to 16 accrue. 17 18 I declare under penalty of perjury per the laws of the United States of America 19 that the foregoing is true and correct to the best of my knowledge. 20 21 Dated: May 9, 2014 22 23 /s/ Steven R. Scow STEVEN R. SCOW 24 25 26 27 28

EXHIBIT "A"

* * § 362 INFORMATION COVER SHEET * *

John G. & Ellen Marie Woodrum	13-20691			
DEBTOR	Case No: MOTION #:			
Prima Property 2010, LLC	CHAPTER: 13			
MOVANT	estation and testing to the state of the sta			
Certification of Attempt to R	Resolve the Matter Without Court Action:			
	nt to the requirements of LR 4001(a)(2), an attempt has			
	urt action, but movant has been unable to do so.			
Date: May 9, 2014	Signature:			
	Attorney for Movant			
PROPERTY INVOLVED IN THIS MOTION: Va				
	_; Debtor's counsel; Trustee;			
DATE OF SERVICE: May 9, 2014				
MOVING PARTY'S CONTENTIONS:	<u>DEBTOR'S CONTENTIONS</u> :			
The EXTENT and PRIORITY of LIENS:	The EXTENT and PRIORITY of LIENS:			
1st _\$1,671,487	1st			
2nd	2nd			
3rd				
4th	NUMBER OF THE PROPERTY OF THE			
Other:	Other:			
Total Encumbrances: \$1,671,487	Total Encumbrances:			
APPRAISAL of OPINION as to VALUE:	APPRAISAL of OPINION as to VALUE:			
Property value worth appx \$842,400, and				
Debtors' interest worth appx \$31,200				
TERMS of MOVANT'S CONTRACT	DEBTOR'S OFFER of "ADEQUATE			
with the DEBTOR(S)::	PROTECTION" for MOVANT:			
Amount of Note: \$1,671,487				
Interest Rate: 12% (default rate of 16%)				
Duration:	•			
Payment per Month:				
Date of Default: May 2010	* 1			
Amount in Arrears: \$1,671,487	·			
Date of Notice of Default:	•			
SPECIAL CIRCUMSTANCES:	CDECIAL CIDCUMOTANICES			
Debtors own only 3.7037% interest-in the	SPECIAL CIRCUMSTANCES:			
underlying raw land				
SUBMITTED BY:	SUBMITTED BY:			
Steven B. Scow	SIGNATURE:			

EXHIBIT "B"

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IT IS HEREBY ORDERED that Prima Property is entitled to relief from the 1 automatic stay as requested in the Motion, in that the automatic stay is terminated and 2 Prima Property is permitted to proceed with its non-bankruptcy remedies, including 3 taking possession of the nonresidential vacant parcel located in Lake Las Vegas, APN 4 5 160-22-222-006 (the "Property"). IT IS FURTHER ORDERED that Rule 4001(a)(3) of the Federal Rules of 6 Bankruptcy Procedure is not applicable allowing Prima Property to immediately enforce 7 and implement this Order. 8 9 Prepared and Submitted by: 10 11 /s/ Steven B. Scow Steven B. Scow 12 Koch & Scow, LLC Attorneys for Prima Property 2010, LLC 13 14 15 16 17 In accordance with LR 9021, counsel submitting this document certifies as follows (check one): 18 The court has waived the requirement set forth in LR 9021(b)(1). 19 No party appeared at the hearing or filed an objection to the motion. 20 I have delivered a copy of this proposed order to all counsel who appeared at 21 the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below list each party and whether the party has approved, 22 disapproved, or failed to respond to the document]: 23 I certify that this is a case under chapter 7 or 13, that I have served a copy of 24 this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order. 25 26 # # # 27 28

EXHIBIT "C"

Inst #: 201104290003278

Fees: \$58.00 N/C Fee: \$25.00 04/29/2011 02:32:10 PM Receipt #: 759244 Requestor:

OLD REPUBLIC TITLE COMPANY
Recorded By: TAH Pgs: 45
DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 160-22-222-006

Title Order No. 5//3003233 Escrow No.

Loan # 80738

WHEN RECORDED MAIL TO: PRIMA PROPERTY 2010, LLC 736 Emden Street

Henderson, NV 89015

MAIL TAX STATEMENTS TO:

736 Emden Street Henderson, NV 89015

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 8th day of April, 2010, between See Exhibit "B" attached hereto and made a part hereof, herein called TRUSTOR, whose address is c/o 3259 E. Warm Springs Rd, Las Vegas, NV 89120, Old Republic Title Company of Nevada, a Nevada corporation, herein called, TRUSTEE, and PRIMA PROPERTY 2010, LLC, a Nevada limited liability company, herein called BENEFICIARY, whose address is 736 Emden Street, Henderson, NV 89015.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

and commonly known as: APN: 160-22-222-006, Henderson, NV 89002

"Pursuant to Nevada Assembly Bill 513, which became effective on May 29, 2009, the following names and entities shown herein on pages 1 through 26, inclusive represent more than 51% of the record fee title holder who acquired title to the subject property through foreclosure. The Trustee's Deed was recorded on October 29, 2007 in Book 20071029 as Document No. 0000583, of Official Records, Clark County, Nevada"

Together with the rents, Issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, Issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor herein contained. 2. Payment of the Indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$563,100.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust and with respect to the property described herein, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured Deed of Trust and Assignment of Rents

hereby, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth herein.

Trustor agrees:

- 1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
- To pay all costs and expenses, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, that shall become due upon delivery to Trustee of declaration of default and demand for sale as hereinafter provided.
- 3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire of other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee, may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay: at least 10 days before the delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on sald property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereto or the rights or powers of Beneficiary to Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien that in the judgment of either appear to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

- 8. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- Acceptance by Beneficiary of any sum in payment of indebtedness secured hereby, after the
 date when the same is due, shall not constitute a waiver of the right either to require prompt
 payment, when due, of all other sums so secured or to declare default as herein provided for
 failure so to pay.
- 10. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note(s) secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 11. After the debt secured by this deed of trust is paid or otherwise satisfied or discharged, and upon receipt of a properly executed request to reconvey and the Trustee's fees, the Trustee shall, within the time provided by law, cause to be recorded a reconveyance of the deed of trust. If the Beneficiary delivers the original note and deed of trust to the Trustee or the Trustee has those documents in his possession, the Trustee shall deliver those documents to the Trustor.
- 12. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of sald property or any part thereof, in his own name sue for collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 13. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, Beneficiary may declare all sums secured hereby immediately due and Beneficiary or Trustee may execute and record in the office of the recorder of the county wherein the trust property, or some part thereof, is situated, a notice of default and election to sell.
- 14. After the lapse of such time as may then be required by law following recordation of any such notice of default and election to sell and notice having been given as then required by law, Trustee shall sell said property at such time and at such place as stated in the notice of sale having first given notice of such sale as then required by law. Place of sale shall be at the courthouse or public location designated for that purpose as required by law. The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any

courthouse or public location designated for that purpose as required by law. The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any

and all other demands or notices as conditions precedent to sale of such personalty. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale as allowed by law by public announcement at the time previously appointed. At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

- 15. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and Trustee's fee in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest in the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder. If any, to the person or persons legally entitled thereto.
- 16. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
- 17. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 18. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law.
- 19. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

SEE	ATTACHED	EXHIBIT"	C"	SIGNATURI
	PAGES 1	THROUGH	26	ı

EXHIBIT A

The land referred to is situated in the County of Clark, City of Henderson, State of Nevada, and is described as follows:

Common Area A1 of Prima at Lake Las Vegas - Phase 3, a common interest community, as shown by map thereof on file in Book 132 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT "B"

(TRUSTORS)

EXHIBIT "B"

TRUSTORS:

Access Insurance Services Inc., a Nevada corporation as to an undivided 250,000/13,500,000;

Anne Abrams, an unmarried woman as to an undivided 60,000/13,500,000;

The Annette Finesilver Living Trust dated November 10, 2004, Annette Finesilver, Trustee and Sherman G. Finesilver, Trustee as to an undivided 50,000/13,500,000;

Anton Trapman, an unmarried man as to an undivided 44,000/13,500,000;

First Savings Bank, Custodian for the funds of the Anton Trapman, IRA as to an undivided 90,000/13,500,000;

First Savings Bank, Custodian for the funds of the Anton Trapman, Roth IRA as to an undivided 9,200/13,500,000:

Barbara Cook, a married woman as her sole and separate property as to an undivided 5,000/13,500,000;

Jim Beck and Becky Beck, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Brent J. Bell and Suzanne M. Bell Family Trust dtd 1/23/02 Brent J. Bell, Trustee and Suzanne M. Bell, Trustee as to an undivided 75,000/13,500,000;

Bell United Insurance Company, Brent Bell, President as to an undivided 1,000,000/13,500,000;

Bernie Naiman and Roberta T. Naiman, husband and wife together as joint tenants as to an undivided 200,000/13,500,000;

Blaire E. Simpson Trust dated April 7, 1989, Blaire E. Simpson, Trustee as to an undivided 10,000/13,500,000;

Brenda Mallen, an unmarried woman as to an undivided 10,000/13,500,000;

Bruce W Bettridge and Lola Marie Bettridge, Trustees of the B & L Family Trust dated April 11, 2003 as to an undivided 25,000/13,500,000

Bryzek Family Trust u/d/t dated November 15, 1996, Janusz Bryzek, Trustee and Barbara Bryzek, Trustee as to an undivided 100,000/13,500,000;

Buckler Family Limited Partnership, Robert J. Buckler, General Partner as to an undivided 155,000/13,500,000;

Carol D. Hughes, a married woman as her sole and separate property as to an undivided 40,000/13,500,000;

Carol J. Sprague-Newman, a married woman as her sole and separate property as to an undivided 10,000/13,500,000;

Carole S. Bell Trust dated April 1, 2004, Carole S. Bell, Trustee as to an undivided 50,000/13,500,000;

Cary Ginter and Robin Ginter, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Cathy P. Neistat, a married woman as her sole and separate property as to an undivided 50,000/13,500,000;

Charles J. Eisen and Eleanor R. Eisen, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

Christopher and Rosemary Erlanger, husband and wife together as joint tenants as to an undivided 30,000/13,500,000;

Chu Family Trust, dated August 12, 2002, Bonnie W. Chu, Trustee as to an undivided 100,000/13,500,000;

Constance P. Pitchford, a married woman as her sole and separate property as to an undivided 25,000/13,500,000;

The Courtney Genser Irrevocable Trust dtd 6/1/92, Thomas D. Owen, Trustee as to an undivided 10,000/13,500,000;

Crupi Living Trust dated March 27, 2002, Paul Crupi, Trustee and Elaine Crupi, Trustee as to an undivided 166,200/13,500,000;

Crystal Cargal Irrevocable Special Needs Settlement Trust dated August 31, 2006, Steven R. Scow, Trustee as to an undivided 200,000/13,500,000;

Daniel D. Newman Trust, dated November 1, 1992, Daniel D. Newman, Trustee as to an undivided 10,000/13,500,000;

David A. Minsberg, a married man as his sole and separate property as to an undivided 60,000/13,500,000;

David A. Zinger Amended and Restated Revocable Trust dated June 21, 2001, David Zinger, Trustee, and Zipora Zinger, Trustee as to an undivided 60,000/13,500,000;

David L. Kaufman and Nancy N. Kaufman, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

First Savings Bank, Custodian for the funds of the David Stoebling, IRA as to an undivided 100,000/13,500,000;

Deborah L. Muha, an unmarried woman as to an undivided 10,000/13,500,000;

John Dennis Manzonie, a married man as his sole and separate property as to an undivided 100,000/13,500,000;

Diane Grossman Aranson Revocable Family Trust dtd 8/26/05, Diane Grossman Aranson, Trustee and Jeffrey Grossman, Trustee as to an undivided 100,000/13,500,000;

Dixie Willis, an unmarried woman as to an undivided 10,000/13,500,000;

Survivor's Trust of the Alan G. & Patty J. Dondero Revocable Trust of 1992, Alan G. Dondero, Trustee as to an undivided 80,000/13,500,000;

Donna Cillo, an unmarried woman as to an undivided 25,000/13,500,000:

Dorothy Silver Family Trust, dated May 4, 2000, Dorothy Silver, Trustee as to an undivided 10,000/13,500,000;

Doyle Family Trust dated July 17, 2003, Bonnie W. Chu, Trustee as to an undivided 100,000/13,500,000;

Joseph Chenin Chartered Profit Sharing Trust dated, Dr. Joseph Chenin, Trustee as to an undivided as to an undivided 25,000/13,500,000;

Dr. Joseph Chenin Chartered Profit Sharing Plan dated September 10, 2003 as to an undivided 40,000/13,500,000;

The David Eastman and Ann Eastman Family Trust dated December 9, 1991, David Eastman and Ann Eastman, Trustees as to an undivided 120,000/13,500,000;

Edwards Family Trust, dated December 16, 1998, William Terry Edwards, Trustee and William T. Edwards, Trustee as to an undivided 100,000/13,500,000;

EGE Living Trust dated October 11, 2005, John Egidio, Trustee as to an undivided 75,000/13,500,000;

Eric T. Aitken and Kimberly H. Aitken, husband and wife together as joint tenants as to an undivided 15,000/13,500,000;

Erlanger Family Trust dated September 6, 2007, Christopher C. Erlanger and Rosemary K. Erlanger, Trustees as to an undivided 67,800/13,500,000;

Eugene D. Clark Family Trust, dated April 26, 2002, Eugene D. Clark, Trustee as to an undivided 30,000/13,500,000;

The Frederick L. Maffeo Revocable Trust dated March 1, 2004, Frederick J. Maffeo, Trustee as to an undivided 25,000/13,500,000;

Gabor Kuti, a married man as his sole and separate property as to an undivided 50,000/13,500,000;

Gale Ebert, an unmarried woman as to an undivided 25,000/13,500,000;

Garrett B. Logan, an unmarried man as to an undivided 25,000/13,500,000;

First Savings Bank Custodian of the funds for the Gary I. Miller, IRA as to an undivided 14,000/13,500,000;

Gerald A. and Dorothy L. Heiner Trust, Gerald A. Heiner and Dorothy L. Heiner, Trustees as to an undivided 200,000/13,500,000;

Gerald N. Favinger, a married man as his sole and separate property as to an undivided 34,000/13,500,000;

Gilles Marchand and Chiyoko Marchand, husband and wife together as joint tenants as to an undivided 20,000/13,500,000;

Greg S. Chudacoff and Joy J. Chudacoff, husband and wife together as joint tenants as to an undivided 75,000/13,500,000;

H. Michael Gach, an unmarried man as to an undivided 5,000/13,500,000;

Harold F. Rosen and Marjorie D. Rosen, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

Harry Zvi Shadmi, a married man as his sole and separate property as to an undivided 25,000/13,500,000;

Michael G. Hollingshead, DDS. Ltd. 401-K fbo Andrea Glenn, Trustee as to an undivided 65,000/13,500,000;

Hollingshead DDS Ltd 401-K Plan as to an undivided 55,000/13,500,000;

The Hotchkiss Family Trust, dated July 11, 2008, Howard B. Hotchkiss and Sharon A. Hepburn-Hotchkiss, Trustees as to an undivided 50,000/13,500,000;

Irene Trapman, an unmarried woman and Anton Trapman, an unmarried man, together as joint tenants as to an undivided 5,000/13,500,000;

James Horton, a married man as his sole and separate property as to an undivided 379,500/13,500,000;

Janet Moncrief, an unmarried woman as to an undivided 50,000/13,500,000;

Janet Zak, a married woman as her sole and separate property as to an undivided 110,000/13,500,000;

The Jaramillo Family Trust dtd 7/27/01, Ginette Jaramillo, Trustee as to an undivided 250,000/13,500,000;

Jillian Hrushowy, an unmarried woman and Michelle Gaftoi, a married woman as her sole and separate property as joint tenants in common as to an undivided 5,000/13,500,000;

First Savings Bank, Custodian for the funds of the JoAnne K. Peteet IRA as to an undivided 53,300/13,500,000;

JoAnne T. Pepper Exemption Trust dated December 29, 1995, JoAnne T. Pepper, Trustee as to an undivided 50,000/13,500,000;

Joel Peterson and Shawnee Riplog-Peterson, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

John E. Hoffnagle and Carolyn M. Hoffnagle, husband and wife together as joint tenants as to an undivided 150,000/13,500,000;

John M. Johnson Investments, LLC, a Nevada limited liability company as to an undivided 40,000/13,500,000;

Jon P. Genser, a married man as his sole and separate property as to an undivided 25,000/13,500,000:

Jorge Dominguez, an unmarried man as to an undivided 50,000/13,500,000;

The Joseph and Irene N. Chenin Revocable Family Trust dated October 24, 1984, Dr. Joseph Chenin, Trustee as to an undivided 65,000/13,500,000;

Shulamit Harel, Trustee of the Joseph and Shulamit Harel Family Trust udo November 17, 1987 as to an undivided 50,000/13,500,000;

Joshua Spivack, an unmarried man as to an undivided 15,000/13,500,000;

Judy Zinger Matias Revocable Trust dated April 15, 2004, David Zinger, Trustee as to an undivided 25,000/13,500,000;

Julie Taylor, an unmarried woman as to an undivided 10,000/13,500,000;

Karla Barton now known as Karla Harbin, an unmarried woman as to an undivided 10,000/13,500,000;

Kathleen Finucane, an unmarried woman as to an undivided 51,000/13,500,000;

Lambbrose-Fitzsimmons Trust dated November 13, 2003, Joe L. Lamarca, Trustee as to an undivided 100,000/13,500,000;

Karen and Christopher Larue Family Revocable Trust, dated May 2002, Karen Larue, Trustee and Christopher Larue Trustee as to an undivided 20,000/13,500,000;

Laura R. Alumbaugh Trust, dated November 16, 1990, Laura Ruth Alumbaugh, Trustee as to an undivided 75,000/13,500,000;

Lawrence Berland Revocable Trust dated August 28, 2003, Lawrence Berland, Trustee as to an undivided 50,000/13,500,000;

Leland Huttner, a widowed man as to an undivided 100,000/13,500,000;

Linda S. Ackerman Separate Property Trust dated February 16, 1999, Linda S. Ackerman, Trustee as to an undivided 100,000/13,500,000;

LMNOP Enterprises, a Nevada limited liability company as to an undivided 50,000/13,500,000;

Lois Agriss, an unmarried woman and Margie Agriss-Parker, a married woman as her sole and separate property, together as joint tenants as to an undivided 10,000/13,500,000;

Louis Nesler, a married man as his sole and separate property as to an undivided 14,000/13,500,000;

Lyna Young Goodson Limited Partnership, a Nevada limited partnership as to an undivided 20,000/13,500,000;

The 1992 Machla Karasick Revocable Trust, Machla Karasick, Trustee as to an undivided 5,000/13,500,000;

Marilyn E. Turner, an unmarried woman as to an undivided 30,000/13,500,000;

Marilyn Wilson and Heather Giarrusso, an unmarried woman and a married woman as her sole and separate property, together as joint tenants as to an undivided 5,000/13,500,000;

Marshall Okmin and Trudy C. Okmin, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

Martin C. Gross, a married man as his sole and separate property as to an undivided 50,000/13,500,000;

Floriana Halverson, an unmarried woman and Maruska Berretti, a married woman as her sole and separate property, together as joint tenants as to an undivided 25,000/13,500,000;

Mary Beth Scow and Steven R. Scow, wife and husband together as joint tenants as to an undivided 98,000/13,500,000;

Mary V. Goldwater Revocable Trust, Mary V. Goldwater, Trustee as to an undivided 15,000/13,500,000;

May B. Mushkin Revocable Living Trust dated June 15, 1993, May B. Mushkin, Trustee as to an undivided 670,000/13,500,000;

Mel and Carole Caplan Living Trust, dated August 3, 2001, Mel Caplan and Carole Caplan as Trustees as to an undivided 75,000/13,500,000;

The Mercedes B. Correia Trust 1997 dated January 24, 1997, Mercedes B. Correia, Trustee as to an undivided 30,000/13,500,000;

Michael Nesler and Phyllis Nesler, husband and wife together as joint tenants as to an undivided 10,000/13,500,000;

Michael D. Huttner, a married man as his sole and separate property as to an undivided 30,000/13,500,000;

MSP Investments Partnership, a Colorado partnership as to an undivided 10,000/13,500,000;

Muriel M. Banquer, an unmarried woman and Deanne O'Sullivan, a married woman as her sole and separate property together as joint tenants as to an undivided 100,000/13,500,000;

Myra L. & Stanley M. Bartos, wife and husband, together as joint tenants as to an undivided 15,000/13,500,000;

Nash Family Trust, dated June 9, 2004, Scott T. and Kathy Nash, Trustees as to an undivided 25,000/13,500,000;

Nellierae P. Macintosh, an unmarried woman as to an undivided 10,000/13,500,000;

Niraj Y. Shah, a married man as his sole and separate property and Sharvi Shah, a married woman as her sole and separate property together as joint tenants as to an undivided 25,000/13,500,000;

The Palmer Family Trust dated February 13, 1990, David A. Palmer, Trustee as to an undivided 40,000/13,500,000;

Pamela Bailey, a widow as to an undivided 40,000/13,500,000;

Pat Dean, a married man as his sole and separate property as to an undivided 50,000/13,500,000;

The Pierce-Loving Trust, dated July 26, 1991, Charles R. Pierce and Gladys R. Pierce, Trustees as to an undivided 50,000/13,500,000:

Gordon Ray and Nancy S. Phillips Living Trust dated January 17, 1994, Gordon Ray Phillips, Trustee, or Nancy S. Phillips, Trustee as to an undivided 30,000/13,500,000;

Reba and Arnold Gerstein, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

Redebon Limited Partnership, Reba Gerstein managing partner as to an undivided 150,000/13,500,000;

Renee Schwartzberg and Arnold H. Schwartzberg, wife and husband together as joint tenants as to an undivided 15,000/13,500,000;

Rhonda Mushkin Separate Property Trust, Rhonda L. Mushkin, Trustee as to an undivided 145,000/13,500,000;

Richard A. Plotnik, an unmarried man and Ruth Einhorn, an unmarried woman as joint tenants as to an undivided 22,300/13,500,000;

The Richard N. Krupp Intervivos Trust dated December 24, 1997, Richard N. Krupp, Trustee as to an undivided 100,000/13,500,000;

Robert S. Bingham Trust dated August 14, 1997, Robert S. Bingham, Trustee as to an undivided 50,000/13,500,000;

The Melvin N. Royer and Priscilla Nani Royer Rev Living Trust dated August 11, 2005, Melvin N. Royer and Priscilla Nani Royer, Trustees as to an undivided 10,000/13,500,000;

The Sarah Huttner Family Trust fbo Ruth Weiss dated September 19, 2006, Ruth S. Weiss, Trustee as to an undivided 25,000/13,500,000;

Schmidt Family Trust, under Agreement date August 29, 1982, Marvin L. Schmidt and Judean A. Schmidt, Trustees as to an undivided 339,000/13,500,000;

Mushkin Family Trust and Marvin L. Schmidt and Judean A. Schmidt, Trustees of the Schmidt Family Trust, as tenants in common as to an undivided 2,285,700/13,500,000;

Sharon H. Mushkin, a married woman as her sole and separate property as to an undivided 50,000/13,500,000;

Sheila Goldberg, an unmarried woman as to an undivided 10,000/13,500,000;

Shreyas M. Shah and Aarti S. Shah, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

The Stoebling Family Trust dated November 17, 1994, David Stoebling, Trustee and Patricia A. Stoebling, Trustee as to an undivided 50,000/13,500,000;

Story Book Homes LLC, a Nevada limited liability company as to an undivided 30,000/13,500,000;

The Stuart Jay Sherman & Cynthia Francine Sherman Revocable Living Trust dated August 21, 2000, Stuart Jay Sherman, Trustee and Cynthia Francine Sherman, Trustee as to an undivided 10,000/13,500,000;

Susan Lafferty, a married woman as her sole and separate property as to an undivided 5,000/13,500,000;

The Susan Rosenberg Trust, et al dtd 12/11/78, Jon P. Genser, Trustee as to an undivided 25,000/13,500,000;

Brett J. Ritter and Svetlana G. Ritter, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Sylviane Cordova, a married woman as her sole and separate property as to an undivided 25,000/13,500,000;

Thomas Hufnagel, an unmarried man, and Rebecca Muha, an unmarried woman together as joint tenants as to an undivided 20,000/13,500,000;

Victoria S. Singlehurst and William T. Singlehurst, wife and husband together as joint tenants as to an undivided 80,000/13,500,000;

Von Tobel Family Trust, dated 1994, William E. Von Tobel, Trustee as to an undivided 100,000/13,500,000;

First Savings Bank Custodian for the funds of the Wayne A. Laska, IRA as to an undivided 30,000/13,500,000;

Wendell L. Wells & Karenlee Wells, husband and wife together as joint tenants as to an undivided 10,000/13,500,000;

Wendy A. Mesa Trust dated September 20, 2004, Wendy A. Mesa, Trustee as to an undivided 22,000/13,500,000;

Western Insurance Company, Dick Rottman, President as to an undivided 500,000/13,500,000;

The Whitmore 1984 Trust dated November 8, 1984, Suzette Whitmore, Trustee as to an undivided 25,000/13,500,000;

William Delaney, an unmarried man as to an undivided 25,000/13,500,000;

First Savings Bank, Custodian for the funds of the William J. Hendrix, Roth IRA as to an undivided 100,000/13,500,000;

Willow Properties LLC, a Nevada limited liability company as to an undivided 75,000/13,500,000;

The Wolpa Family Trust, dated June 2, 1992, Lenore R. Wolpa, Trustee as to an undivided 100,000/13,500,000;

The Woodrum Family Trust dated January 19, 1999, John G. Woodrum, Trustee and Ellen M. Woodrum, Trustee as to an undivided 500,000/13,500,000;

EXHIBIT "C"

(SIGNATURE PAGES 1 THROUGH 26)

"Pursuant to Nevada Assembly Bill 513, which became effective on May 29, 2009, the following names and entities shown herein on pages 1 through 26, inclusive represent more than 51% of the record fee title holder who acquired title to the subject property through foreclosure. The Trustee's Deed was recorded on June 9, 2009 in Book 20090609 as Document No. 0003483, of Official Records, Clark County, Nevada"

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for Access Insurance Services Inc., a Nevada corporation as to an undivided 250,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Anne Abrams, an unmarried woman as to an undivided 60,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

The Annette Finesilver Living Trust dated November 10, 2004, Annette Finesilver, Trustee and Sherman G. Finesilver, Trustee as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Anton Trapman, an unmarried man as to an undivided 44,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank, Custodian for the funds of the Anton Trapman, IRA as to an

undivided 90,000/13,500,000;



By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank, Custodian for the funds of the Anton Trapman, Roth IRA as to an undivided 9,200/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Barbara Cook, a married woman as her sole and separate property as to an undivided 5,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Jim Beck and Becky Beck, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Goldwater Capital Wevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Brent J. Bell and Suzanne M. Bell Family Trust dtd 1/23/02 Brent J. Bell, Trustee and Suzanne M. Bell, Trustee as to an undivided 75,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Bell United Insurance Company, Brent Bell, President as to an undivided

1,000,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Bernie Naiman and Roberta T. Naiman, husband and wife together as joint tenants as to an undivided 200,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Blaire E. Simpson Trust dated April 7, 1989, Blaire E. Simpson, Trustee as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Brenda Mallen, an unmarried woman as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Bruce W Bettridge and Lola Marie Bettridge, Trustees of the B & L Family Trust dated April 11, 2003 as to an undivided 25,000/13,500,000

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Bryzek Family Trust u/d/t dated November 15, 1996, Janusz Bryzek, Trustee and Barbara Bryzek, Trustee as to an undivided 100,000/13,500,000:

Coldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Buckler Family Limited Partnership, Robert J. Buckler, General Partner as to an undivided 155,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Carol D. Hughes, a married woman as her sole and separate property as to an undivided 40,000/13,500,000;

Goldwater Capital Nevada, I	HC
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By David Goldwater, its Manager, as Attorney-In-Fact for

Carol J. Sprague-Newman, a married woman as her sole and separate property as to an undivided 10,000/13,500,000;

Goldwater Capital Wevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Carole S. Bell Trust dated April 1, 2004, Carole S. Bell, Trustee as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Cary Ginter and Robin Ginter, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Cathy P. Neistat, a married woman as her sole and separate property as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Charles J. Eisen and Eleanor R. Eisen, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Christopher and Rosemary Erlanger, husband and wife together as joint tenants as to an undivided 30,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Chu Family Trust, dated August 12, 2002, Bonnie W. Chu, Trustee as to an

undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Constance P. Pitchford, a married woman as her sole and separate property as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Courtney Genser Irrevocable Trust dtd 6/1/92, Thomas D. Owen, Trustee as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Crupi Living Trust dated March 27, 2002, Paul Crupi, Trustee and Elaine Crupi,

Trustee as to an undivided 166,200/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Crystal Cargal Irrevocable Special Needs Settlement Trust dated August 31, 2006,

Steven R. Scow, Trustee as to an undivided 200,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Daniel D. Newman Trust, dated November 1, 1992, Daniel D. Newman, Trustee as to an undivided 10,000/13,500,000;

Goldwater	Capital	Nevada,	LLC,
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By David Goldwater, its Manager, as Attorney-In-Fact for David A. Minsberg, a married man as his sole and separate property as to an undivided 60,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

David A. Zinger Amended and Restated Revocable Trust dated June 21, 2001, David Zinger, Trustee, and Zipora Zinger, Trustee as to an undivided 60,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

David L. Kaufman and Nancy N. Kaufman, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for First Savings Bank, Custodian for the funds of the David Stoebling, IRA as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Deborah L. Muha, an unmarried woman as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for John Dennis Manzonie, a married man as his sole and separate property as to an undivided 100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for Diane Grossman Aranson Revocable Family Trust dtd 8/26/05, Diane Grossman Aranson, Trustee and Jeffrey Grossman, Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Dixie Willis, an unmarried woman as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Survivor's Trust of the Alan G. & Patty J. Dondero Revocable Trust of 1992, Alan G.

Dondero, Trustee as to an undivided 80,000/13,500,000;

Goldwater Capitel Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Donna Cillo, an unmarried woman as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Dorothy Silver Family Trust, dated May 4, 2000, Dorothy Silver, Trustee as to an

undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Doyle Family Trust dated July 17, 2003, Bonnie W. Chu, Trustee as to an undivided

100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for Joseph Chenin Chartered Profit Sharing Trust dated, Dr. Joseph Chenin, Trustee as to an undivided as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Dr. Joseph Chenin Chartered Profit Sharing Plan dated September 10, 2003 as to an undivided 40,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The David Eastman and Ann Eastman Family Trust dated December 9, 1991, David Eastman and Ann Eastman, Trustees as to an undivided 120,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Edwards Family Trust, dated December 16, 1998, William Terry Edwards, Trustee and William T. Edwards, Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

EGE Living Trust dated October 11, 2005, John Egidio, Trustee as to an undivided 75,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Eric T. Aitken and Kimberly H. Aitken, husband and wife together as joint tenants as to an undivided 15,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Erlanger Family Trust dated September 6, 2007, Christopher C. Erlanger and Rosemary K. Erlanger, Trustees as to an undivided 67,800/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Eugene D. Clark Family Trust, dated April 26, 2002, Eugene D. Clark, Trustee as to an undivided 30,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Frederick L. Maffeo Revocable Trust dated March 1, 2004, Frederick J. Maffeo, Trustee as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Gabor Kuti, a married man as his sole and separate property as to an undivided

50,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Gale Ebert, an unmarried woman as to an undivided 25,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Garrett B. Logan, an unmarried man as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank Custodian of the funds for the Gary I. Miller, IRA as to an undivided 14,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Gerald A. and Dorothy L. Heiner Trust, Gerald A. Heiner and Dorothy L. Heiner,

Trustees as to an undivided 200,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Gerald N. Favinger, a married man as his sole and separate property as to an undivided 34,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Gilles Marchand and Chiyoko Marchand, husband and wife together as joint tenants

as to an undivided 20,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Greg S. Chudacoff and Joy J. Chudacoff, husband and wife together as joint tenants as to an undivided 75,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

H. Michael Gach, an unmarried man as to an undivided 5,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Harold F. Rosen and Marjorie D. Rosen, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Harry Zvi Shadmi, a married man as his sole and separate property as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Michael G. Hollingshead, DDS. Ltd. 401-K fbo Andrea Glenn, Trustee as to an undivided 65,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Hollingshead DDS Ltd 401-K Plan as to an undivided 55,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Hotchkiss Family Trust, dated July 11, 2008, Howard B. Hotchkiss and Sharon A. Hepburn-Hotchkiss, Trustees as to an undivided 50,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for Irene Trapman, an unmarried woman and Anton Trapman, an unmarried man, together as joint tenants as to an undivided 5,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for James Horton, a married man as his sole and separate property as to an undivided 379,500/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for Janet Moncrief, an unmarried woman as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Janet Zak, a married woman as her sole and separate property as to an undivided 110,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for The Jaramillo Family Trust dtd 7/27/01, Ginette Jaramillo, Trustee as to an undivided 250,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Jillian Hrushowy, an unmarried woman and Michelle Gaftoi, a married woman as her sole and separate property as joint tenants in common as to an undivided 5,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank, Custodian for the funds of the JoAnne K. Peteet IRA as to an undivided 53,300/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

JoAnne T. Pepper Exemption Trust dated December 29, 1995, JoAnne T. Pepper, Trustee as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Joel Peterson and Shawnee Riplog-Peterson, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

Goldwater Capital Névada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

John E. Hoffnagle and Carolyn M. Hoffnagle, husband and wife together as joint tenants as to an undivided 150,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for John M. Johnson Investments, LLC, a Nevada limited liability company as to an undivided 40,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Jon P. Genser, a married man as his sole and separate property as to an undivided 25,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for Jorge Dominguez, an unmarried man as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Joseph and Irene N. Chenin Revocable Family Trust dated October 24, 1984, Dr.

Joseph Chenin, Trustee as/to an undivided 65,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Shulamit Harel, Trustee of the Joseph and Shulamit Harel Family Trust udo

November 17, 1987 as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Joshua Spivack, an unmarried man as to an undivided 15,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Judy Zinger Matias Revocable Trust dated April 15, 2004, David Zinger, Trustee as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Julie Taylor, an unmarried woman as to an undivided 10,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Karla Barton, now known as Karla Harbin, an unmarried woman as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Kathleen Finucane, an unmarried woman as to an undivided 51,000/13,500,000:

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Lambbrose-Fitzsimmons Trust dated November 13, 2003, Joe L. Lamarca, Trustee as

to an undivided 100,000/13,500,000:

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Karen and Christopher Larue Family Revocable Trust, dated May 2002, Karen Larue, Trustee and Christopher/Larue Trustee as to an undivided 20,000/13,500,000;

Jaural 89 Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Laura R. Alumbaugh Trust, dated November 16, 1990, Laura Ruth Alumbaugh,

Trustee as to an undivided 75,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Lawrence Berland Revocable Trust dated August 28, 2003, Lawrence Berland, Trustee as to an undivided 50,000/13,500,000:

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Leland Huttner, a widowed man as to an undivided 100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Linda S. Ackerman Separate Property Trust dated February 16, 1999, Linda S.

Ackerman, Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC)

By David Goldwater, its Manager, as Attorney-In-Fact for

LMNOP Enterprises, a Nevada limited liability company as to an undivided

50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Lois Agriss, an unmarried woman and Margie Agriss-Parker, a married woman as her sole and separate property, together as joint tenants as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Louis Nesler, a married man as his sole and separate property as to an undivided 14,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Lyna Young Goodson Limited Partnership, a Nevada limited partnership as to an undivided 20,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for The 1992 Machla Karasick Revocable Trust, Machla Karasick, Trustee as to an undivided 5,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Marilyn E. Turner, an unmarried woman as to an undivided 30,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Marilyn Wilson and Heather Giarrusso, an unmarried woman and a married woman as her sole and separate property, together as joint tenants as to an undivided 5,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Marshall Okmin and Trudy C. Okmin, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Martin C. Gross, a married man as his sole and separate property as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Floriana Halverson, an unmarried woman and Maruska Berretti, a married woman as her sole and separate property, together as joint tenants as to an undivided

25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Mary Beth Scow and Steven R. Scow, wife and husband together as joint tenants as to an undivided 98,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Mary V. Goldwater Revocable Trust, Mary V. Goldwater, Trustee as to an undivided 15,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

May B. Mushkin Revocable Living Trust dated June 15, 1993, May B. Mushkin,

Trustee as to an undivided 670,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Mel and Carole Caplan Living Trust, dated August 3, 2001, Mel Caplan and Carole Caplan as Trustees as to an undivided 75,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Mercedes B. Correia Trust 1997 dated January 24, 1997, Mercedes B. Correia, Trustee as to an undivided 30,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Michael Nesler and Phyllis Nesler, husband and wife together as joint tenants as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Michael D. Huttner, a married man as his sole and separate property as to an undivided 30,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for MSP Investments Partnership, a Colorado partnership as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Muriel M. Banquer, an unmarried woman and Deanne O'Sullivan, a married woman as her sole and separate property together as joint tenants as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Myra L. & Stanley M. Bartos, wife and husband, together as joint tenants as to an undivided 15,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attomey-In-Fact for

Nash Family Trust, dated June 9, 2004, Scott T. and Kathy Nash, Trustees as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Nellierae P. Macintosh, an unmarried woman as to an undivided 10,000/13,500,000;

Goldwater Zapital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Niraj Y. Shah, a married man as his sole and separate property and Sharvi Shah, a married woman as her sole and separate property together as joint tenants as to an undivided 25,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

The Palmer Family Trust dated February 13, 1990, David A. Palmer, Trustee as to an undivided 40,000/13,500,000:

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Pamela Bailey, a widow as to an undivided 40,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Pat Dean, a married man as his sole and separate property as to an undivided 50,000/13,500,000;

Góldwater Capital-Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

The Pierce-Loving Trust, dated July 26, 1991, Charles R. Pierce and Gladys R. Pierce,

Trustees as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Gordon Ray and Nancy S. Phillips Living Trust dated January 17, 1994, Gordon Ray Phillips, Trustee, or Nancy S. Phillips, Trustee as to an undivided 30,000/13,500,000;

Goldwater Capital Nevada, LLO,

By David Goldwater, its Manager, as Attorney-In-Fact for

Reba and Arnold Gerstein, husband and wife together as joint tenants as to an undivided 100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Redebon Limited Partnership, Reba Gerstein managing partner as to an undivided 150,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Renee Schwartzberg and Arnold H. Schwartzberg, wife and husband together as joint tenants as to an undivided 15,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Rhonda Mushkin Separate Property Trust, Rhonda L. Mushkin, Trustee as to an undivided 145,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Richard A. Plotnik, an unmarried man and Ruth Einhorn, an unmarried woman as joint tenants as to an undivided 22,300/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Richard N. Krupp Intervivos Trust dated December 24, 1997, Richard N. Krupp,

Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Robert S. Bingham Trust dated August 14, 1997, Robert S. Bingham, Trustee as to an undivided 50,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

The Melvin N. Royer and Priscilla Nani Royer Rev Living Trust dated August 11, 2005, Melvin N. Royer and Priscilla Nani Royer, Trustees as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Sarah Huttner Family Trust fbo Ruth Weiss dated September 19, 2006, Ruth S. Weiss, Trustee as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Schmidt Family Trust, under Agreement date August 29, 1982, Marvin L. Schmidt and Judean A. Schmidt, Trustees as to an undivided 339,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Mushkin Family Trust and Marvin L. Schmidt and Judean A. Schmidt, Trustees of the Schmidt Family Trust, as tenants in common as to an undivided 2,285,700/13,500,000;

Goldwater Capital Nevada, LLC, By David Goldwater, its Manager, as Attorney-In-Fact for

Sharon H. Mushkin, a married woman as her sole and separate property as to an

undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

Sheila Goldberg, an unmarried woman as to an undivided 10,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Shreyas M. Shah and Aarti S. Shah, husband and wife together as joint tenants as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Stoebling Family Trust dated November 17, 1994, David Stoebling, Trustee and Patricia A. Stoebling, Trustee as to an undivided 50,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for Story Book Homes LLC, a Nevada limited liability company as to an undivided 30,000/13,500,000:

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for The Stuart Jay Sherman & Cynthia Francine Sherman Revocable Living Trust dated August 21, 2000, Stuart Jay Sherman, Trustee and Cynthia Francine Sherman, Trustee as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC. By David Goldwater, its Manager, as Attorney-In-Fact for Susan Lafferty, a married woman as her sole and separate property as to an undivided 5,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for The Susan Rosenberg Trust, et al dtd 12/11/78, Jon P. Genser, Trustee as to an undivided 25,000/13,500,000:

By David Goldwater, its Manager, as Attorney-In-Fact for

Brett J. Ritter and Svetlana G. Ritter, husband and wife together as joint tenants as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Sylviane Cordova, a married woman as her sole and separate property as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Thomas Hufnagel, an unmarried man, and Rebecca Muha, an unmarried woman together as joint tenants as to an undivided 20,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Victoria S. Singlehurst and William T. Singlehurst, wife and husband together as joint tenants as to an undivided 80,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Von Tobel Family Trust, dated 1994, William E. Von Tobel, Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank Custodian for the funds of the Wayne A. Laska, IRA as to an undivided 30,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Wendell L. Wells & Karenlee Wells, husband and wife together as joint tenants as to an undivided 10,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Wendy A. Mesa Trust dated September 20, 2004, Wendy A. Mesa, Trustee as to an undivided 22,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

Western Insurance Company, Dick Rottman, President as to an undivided

500,000/13,500,000/

Soldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Whitmore 1984 Trust dated November 8, 1984, Suzette Whitmore, Trustee as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

William Delaney, an unmarried man as to an undivided 25,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

First Savings Bank, Custodian for the funds of the William J. Hendrix, Roth IRA as to an undivided 100,000/13,500,000;

By David Goldwater, its Manager, as Attorney-In-Fact for

Willow Properties LLC, a Nevada limited liability company as to an undivided 75,000/13,500,000;

Goldwater Capital Nevada, LLC,

By David Goldwater, its Manager, as Attorney-In-Fact for

The Wolpa Family Trust, dated June 2, 1992, Lenore R. Wolpa, Trustee as to an undivided 100,000/13,500,000;

Goldwater Capital Nevada, LLC.

By David Goldwater, its Manager, as Attorney-In-Fact for

The Woodrum Family Trust dated January 19, 1999, John G. Woodrum, Trustee and Ellen M. Woodrum, Trustee as to an undivided 500,000/13,500,000;

State of Nevada County of Clark

This instrument was acknowledged before me on 27th day of July, 2010 by Goldwater Capital Nevada, LLC, David Goldwater, Manager

as attorney in fact for See attached.

Signature of notarial officer

EXHIBIT "D"

Broker Price Opinion

APN:160-22-222-006

October 2, 2013

To Whom It May Concern,

The subject property consists of 10.53 acres of undeveloped land located on the North side of Lake Las Vegas Development in Henderson Nevada.

The Zoning classification for the subject property is RM-10 which is Medium Density Residential allowing for up to 10 units per acre.

A visit to the City of Henderson confirmed that all utilities are to the site, however due to the topography of the subject property, the utilities are located at the highest portion of the site. This does not affect the Water, Power, or Telephone utilities, however, a pump station would need to be constructed at the lowest portion of the property to handle the removal of the Sewage and waste water.

A visit to the site shows that it has been rough graded, however there appears to be unapproved fill and debris that has been placed on the property and would have to be inspected and possibly removed prior to final grading which shall be determined by a licensed engineer.

The area has seen stagnant growth in recent years due to the economy. There have been some vacant land sales within the last year mostly consisting of $\frac{1}{4}$ to $\frac{1}{2}$ acre lots in the \$150,000 range.

The sales of larger parcels of land have been mostly distressed sales and repossessions. The two sales that are the most similar in size and use are a 32.78 acre parcel that sold for \$600,000 and a 46.78 acre parcel that sold for \$900,000. Both parcels sold near the beginning of the year, have utilities to the site, and both parcels are hillside parcels that require extensive grading, blasting and dirt work that is quite costly to achieve.

Taking all factors into account, if I were to list the property in today's market I would list it at \$80,000 per acre or **\$842,400**.

I was born and raised in Las Vegas and have been selling Real Estate since 1982 with my specialty being the sale of vacant land. Factors taken into consideration in determining the value of the subject property were;

- Pulling all of the sales of vacant land in the area for the past year from the Taxstar records of sales recorded with the Clark County Recorder's office.
- 2. Pulling all of the Sales and Available listings from the Greater Las Vegas Board of Realtors Multiple Listing Service.
- 3. A visual inspection of the site and comparable properties.
- A Visit to the City of Henderson Public Works and Zoning Departments.

If you have any questions, please feel free to contact me at 702-355-5999.

Respectfully,

Walter David Mason

Five Star Realty

8690 S. Maryland Pkwy, Ste 230

Las Vegas, NV 89123





NEVADA BPO SUPPLEMENT

Nevada law requires that a Broker Price Opinion ("BPO") prepared by a Nevada real estate licensee includes certain information. This form supplements any preprinted form or electronic submission required by the person or entity requesting the BPO. The BPO is not complete without this Supplement. Nevada law requires that compensation for real estate services, including BPOs, be made directly to the Broker, and that the Broker retain records for a minimum of five years.

The BPO has been prepared by	Walter David Ma	son ("Licensee"), who is duly
licensed (License No.:	Licensee Name 28008 Real Estate License No.	in good standing. Licensee is affiliated with
	ve Star Realty ('	'Broker").
real property located at 10.53 acr	es Vacant Land , Lake	ow ("Recipient") regarding Las Vegas, 0-22-222-006 ("Property").
 Licensee is informed that Recipi interest in a 1st Deed of 	ent's interest in the property is:	
3. The intended purpose of this BP	O is Get an estimated	ppinion of value
5. Assumptions or limiting conditions reported are fair and acc	data Clark County ed to bring property ons used to determine the BPO: curate and that there	Recorders and MLS data and to developable conditions . Assumptions are that values are no undisclosed
transactions that have oc	cured or will occure.	
the possibility of representing the sel	ler or purchaser): There is	the Property (including, without limitation, a possibility, although not a property in an "as-is" or
improved condition in the		
Issue Date: <u>10/03/2013</u>	Licensee Signature: Walter	David Mason

Notwithstanding any preprinted language to the contrary, this opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained.

Nevada BPO Supplement 08/09

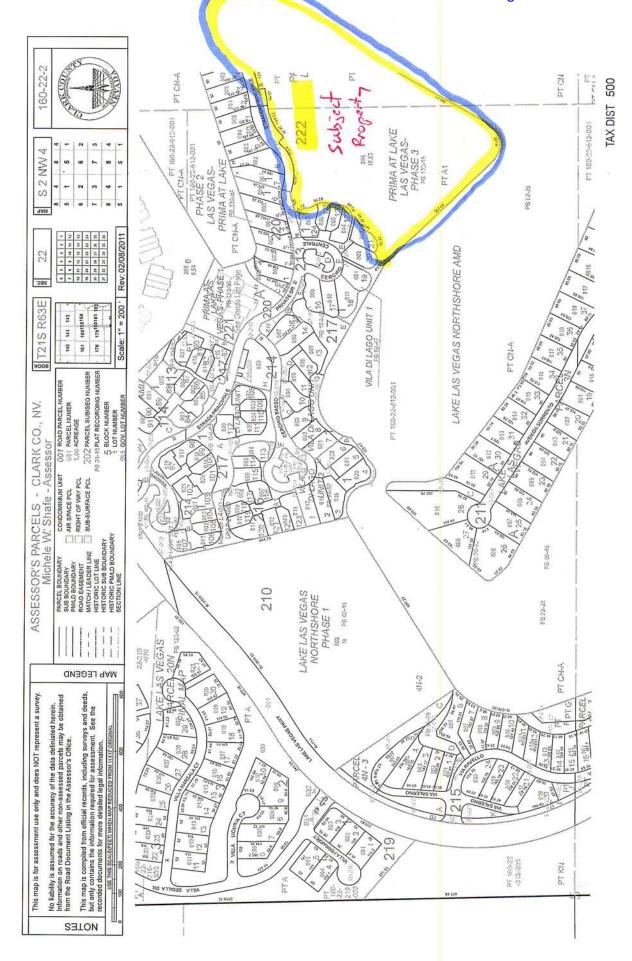
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Southern Nevada GIS ~ OpenWeb Info Mapper



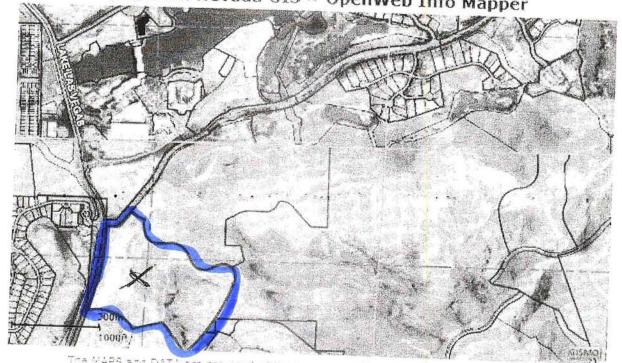
Date Created: 9/11/2013

	Date Created: 9/11/2	343	
Property Information			
Parcel:	160-22-222-006		
Owner Name(s):	HOLLINGSHEAD MICHAEL I R A ETAL	-1	
Site Address:	0	=2.	
Jurisdiction:	Henderson - 89011	-:	
Zoning Classification:	Medium-Density Residential 10 (10 du / ac) (RM-10)	-	
Misc Information		-	
Subdivision Name:	PRIMA AT LAKE LAS VEGAS-PHASE 3	-0.	
Lot Block:	Lot:A1 Block:	Construction Year:	Construction Year: 0
Sale Date:	10/2012	T-R-S:	21-63-22
Sale Price:	\$5,363	Census Tract:	5437
Recorded Doc Number:	2012100400896	Estimated Lot Size:	Estimated Lot Size: 10.53
Flight Date:	Aerial Flight Date: 04/30/2012		
Elected Officials		-	
Commission District:	G - MARY BETH SCOW	City Ward:	1 - GERRI SCHRODER
US Senate:	DEAN HELLER, HARRY REID	US Congress:	03-JOE HECK
State Senate:	21-MARK A. MANENDO	State Assembly:	12-JAMES OHRENSCHALL
School District:	G-ERIN EARLENE CRANOR	University Regent:	06-MICHAEL WIXOM
Board of Education:	3-ALLISON SERAFIN	Minor Civil Division:	Henderson Township



Comp 1

Southern Nevada GIS ~ OpenWeb Info Mapper



The MAPS and DATA are provided without warranty of any kind, expressed or implied. 11/2013

Date	0	rea	ted	÷	9/1

Property Information

Elected Officials Commission

District:

US Senate:

State Senate:

School District:

G - MARY BETH SCOW

21-MARK A. MANENDO

G-ERIN EARLENE CRANOR

DEAN HELLER, HARRY REID

THE THEORY AND			
Parcel:	160-27-611-001	_	
Owner Name(s):	ARISTA INVESTORS COLORADO L L C	-	
Site Address:	0	_	
Jurisdiction:	Henderson - 89011		
Zoning Classification:	Development Holding (DH)	-	
Resolution of Intent:	App No: ZCA2006660026E2 Exp. Date: 12/5/2012 Approved Zoning: DH	?	
Misc Information		=)	15.1 (M)
Subdivision Name:	LAKE LAS VEGAS-FALLS PARENT	-	
Lot Block:	Lot:G-1 Block:	Construction	Construction
Sale Date:	12/2012	Year:	Construction Year: 0
Sale Price:	\$600,000	T-R-S:	21-63-27
Recorded Doc		Census Tract:	5437
Number:	2012121102979	Estimated Lot	Estimated Lot Size:
Flight Date:	Aerial Flight Date: 04/30/2012	Size:	32.78
Lected Off	0 110012012		

I - GERRI

12-JAMES

SCHRODER

03-JOE HECK

OHRENSCHALL

06-MICHAEL WIXOM

City Ward:

University

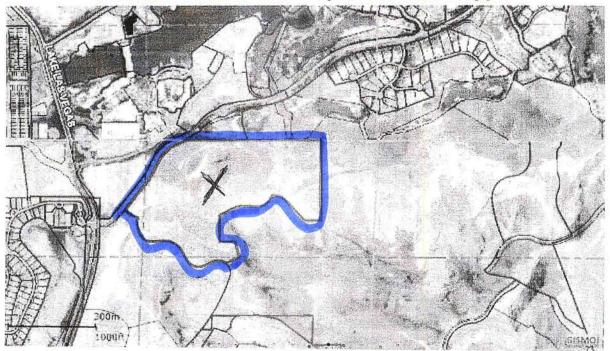
Regent:

US Congress:

State Assembly:

Comp 2

Southern Nevada GIS ~ OpenWeb Info Mapper



The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 9/11/2013

Property	
Information	

Parcel:	160-27-510-001
Owner Name(s):	R B C REAL ESTATE FINANCE INC
Site Address:	0
Jurisdiction:	Henderson - 89011
Zoning Classification:	Development Holding (DH)
Resolution of Intent:	App No: ZCA2006660026E2 Exp. Date: 12/5/2012 Approved Zoning: DH
Misc Information	

Subdivision Name: LAKE LAS VEGAS-FALLS PARENT

Lot Block:	Lot:G-2 Block:	Construction Year:	Construction Year: 0	
Sale Date:	02/2013	T-R-S:	21-63-27	
Sale Price:	\$900,000	Census Tract:	5437	
Recorded Doc Number:	2013022500393	Estimated Lot Size:	Estimated Lot Size: 46.78	
Flight Date:	Aerial Flight Date: 04/30/2012	DIZC.	40.70	
Elected Officia				
Commission District:	G - MARY BETH SCOW	City Ward:	I - GERRI SCHRODER	
US Senate:	DEAN HELLER, HARRY REID	US Congress:	03-JOE HECK	
State Senate:	21-MARK A. MANENDO	State Assembly:	12-JAMES OHRENSCHALL	
School District:	G-ERIN EARLENE CRANOR	University Regent:	06-MICHAEL WIXO	

Sec 26,27

Search Criteria

Search Name: TAXPROP Simple Search Date: 26-Sept-2013 12:38:15 PM

Sea	rch Criteria Field	Ope	erator C	Criteria	
	rnship	Equ	als 2	21	
Rar		Equ	als 6	33	
	tion	Betv	ween 2	26 - 27	
-	d Use Code	Equ	als 0)	
11.00	e Date	12 [Months Back		1 N N N N N N N N N N N N N N N N N N N
	Assessors Parcel Number 160-27-113-032 160-27-114-001 160-27-314-024 160-27-418-004 160-27-802-003 160-27-314-029 160-27-510-001 160-27-611-001 160-27-118-025	15.0 0.18 0.1 0.21 0.06 0.2 46.78 32.78 0.83		9 02/07/2013 0 02/27/2013 9 07/23/2013 8 08/16/2013 9 02/07/2013 10 01/24/2013 13 07/31/2013 10 02/25/2013 10 12/11/2012 10 02/07/2013	1 Address Living Area Year Built Vear
11	160-27-118-026	0.19	10	00 11/29/2012	0

Sec 14,15

Search Criteria

Search Name: TAXPROP Simple Search Date: 26-Sept-2013 12:34:20 PM

Search Criteria Field	Operator	Criteria
Township	Equals	21
Range	Equals	63
Section	Between	14 - 15
Land Use Code	Equals	0
Sale Date	12 Months Back	
2 160-15-812-003	rage Current Sale Pric 1.36	00 02/27/2013 2030 LAKE LAS VEGAS PW 00 02/27/2013 0

Search Criteria

Search Name: TAXPROP Simple Search Date: 26-Sept-2013 12:26:50 PM

	arch Criteria Field	Operator		Criteria				
	wnship	Equals		21				
Ra	nge	Equals	6	63				
Se	ction	Between	- 3	22 - 23				
La	nd Use Code	Equals	()				
Sa	le Date	12 Months E	Back					
11	Assessors Parcel Number	Approximate Acreage Current	Sale Price	Current Sale Date	Address	Living Area	1	Year Built
1	160-23-310-006	0.4	205000	05/16/2013	20 GRAND CORNICHE DR			
2	160-23-310-007	0.47	101000		18 GRAND CORNICHE DR			
3	160-23-211-026	0.34	170000		11 GRAND MIRAMAR DR			
5	160-23-211-037 160-23-211-043	0.27 0.29	138000 110000		28 GRAND MIRAMAR DR			
6	160-23-311-001	0.41	205000		2 RUE COLLETE PL 9 GRAND MIRAMAR DR			
7	160-23-212-027	0.26	110000		17 GRAND MIRAMAR DR			
8	160-23-313-015	0.83	450000		2 RUE MEDITERRA DR			•
9	160-23-213-001	0.66	125500		33 RUE MEDITERRA DR			
10	160-23-213-002	0.53	110500	03/27/2013	31 RUE MEDITERRA DR			
11	160-23-213-003	0.96	106000		29 RUE MEDITERRA DR			
12	160-23-213-011	0.5	200000		24 RUE MEDITERRA DR			
13 14	160-23-313-008 160-23-810-001	1.35 0.35	750000		1 COSTA DEL SOL CT			
15	160-23-810-005	0.32	141000 119000		8 CAMINO BARCELONA PL			
16	160-23-810-015	0.47	418000		1 CAMINO BARCELONA PL 1 PLACA SANTA MARIA CT			
17	160-23-115-001	0.56	742000		56 RUE MEDITERRA DR			
18	160-23-515-001	0.16	119000		1 VIA DEL GARDA			
19	160-23-516-008	0.12	210000	12/18/2012	2 VIA LIDO			
20	160-23-516-009	0.14	100		4 VIA LIDO			
21	160-23-518-012	0.26	175000		4 VIA DI LUGANO			
23	160-22-222-006 160-23-813-001	10.53	5363		0			
24	160-23-813-002	0.25 0.19	310000		0			
25	160-23-813-003	0.16	310000 310000		0			
26	160-23-813-004	0.15	310000		0			
27	160-23-813-005	0.14	310000		0			
28	160-23-813-006	0.15	310000		0			
29	160-23-813-007	0.16	310000	12/10/2012	0			
	160-23-813-008	0.18	310000	12/10/2012	0			
	160-23-813-009 160-23-813-010	0.21	310000	12/10/2012	0			
	160-23-813-011	0.21 0.2	310000 310000	12/10/2012	0			
	160-23-813-012	0.18	310000	12/10/2012 12/10/2012	0			
	160-23-813-013	0.18	310000	12/10/2012	0			
	160-23-813-014	0.18	310000	12/10/2012	0			
	160-23-813-015	0.18	310000	12/10/2012	0			
	160-23-813-016	0.19	310000	12/10/2012	0			
	160-23-813-017	0.2	310000	12/10/2012	0			
	160-23-813-018 160-23-813-019	0.17	310000	12/10/2012	0			
	160-23-813-020	0.17 0.23	310000	12/10/2012	0			
	160-23-813-021	0.16	310000 310000	12/10/2012 12/10/2012	0			
44	160-23-813-022	0.2	310000	12/10/2012	0			
	160-23-813-023	0.24	310000	12/10/2012	0			
	160-23-813-024	0.2	310000	12/10/2012	0			
	160-23-813-025	0.18		12/10/2012	0			
	160-23-813-026 160-23-813-027	0.19		12/10/2012	0			
	160-23-813-028	0.2	310000	12/10/2012	0			
	160-23-813-029	0.2 0.19		12/10/2012	0			
	160-23-813-030	0.18		12/10/2012 12/10/2012	0			
53	160-23-813-031	0.2	310000	12/10/2012	0			
	160-23-813-032	0.2		12/10/2012	0			
	160-23-813-033	0.2		12/10/2012	0			
	160-23-813-034 160-23-813-035	0.2	310000	12/10/2012	0			6
	160-23-813-035 160-23-813-036	0.26		12/10/2012	0			
	160-23-813-037	0.12		12/10/2012	0			
	160-23-813-038	0.63 0.65		12/10/2012	0			
	160-23-813-039	1.61		12/10/2012	0			
		1.01	210000	12/10/2012	0			

						LAV	Sec (1.6)	ns		
Search Criteria						15-	14			
Search Name: GLVAR LNI	O Simple Search					13,	.23			
Date: 26-Sept-2013 11:49:						0.0	23			
Sanah Cuitaria Field		-	SAMON S			12	. 2)			
Search Criteria Field Status		Operator	Criteria			.7 ~	7, 26			
Area		Equals		ER, AU,	P,S	-	1			
Township		Equals	603							
Range		Equals	21							
Nange		Equals	63							
0 10	2499 25 628 T									
Search Statistics: 2	and the second s	9								
2 Contingent Offer Listi	ngs									
Beds	Baths	Sq Ft	LP	LP/S	Sq Ft	SP	SP/Sq Ft	SP/LP	DO	1.0
High Low			\$150,000					OI /LI	540	
Average			\$150,000 \$150,000						O	
Median			\$150,000						270 270	
15 Active-Exclusive Rig	ht Listings								2.70	
Beds	Baths	Sq Ft	LP	LP/S	iq Ft	SP	SP/Sq Ft	SP/LP	DO	
- High		6° 5 '	\$4,500,000		PU#012227		0170411	SF/LF	DOI	VI
Average			\$125,000 \$587,193							
Median			\$255,000							
11 Closed Listings										
Beds	Baths	Sq Ft	LP	LP/S	a Ft	SP	SP/Sq Ft	SP/LP	50	20
High Low			\$249,000		100	\$205,000	01/10411	111%	DOI 1,32	
Average			\$99,500 \$167,854			\$110,000		79%	15	
Median			\$150,000			\$153,818 \$141,000		92% 93%	415	
28 Total Listings						2 0.00		3370	277	
Beds High	Baths	Sq Ft	LP	LP/S	g Ft	SP	SP/Sq Ft	SP/LP	DO.	
Low			\$4,500,000		× 10.00	\$205,000	or rour t	111%	DON 1,32	
Average			\$99,500 \$391,225			\$110,000 \$153,818		79%	0	9/
Median			\$202,000			\$141,000		92% 93%	393 277	
T002/									211	
	IG Acres List Price	Sale Price	Act Close Date	1 Zonine	Master P	lan Road	ř w		100000000000000000000000000000000000000	40 00000000
1 160-23-516-005 C 2 160-23-516-003 C	0.0 150,00	0		1/2-	SINGLE		0-200	Section 1 March	Sewer 0-200	MI. #
2 160-23-516-003 C 3 160-22-710-032 ER	0.13 150,00 0.32 125,00			1/2-	1/2-	PAVED	0-200		0-200	1232661 1378847
4 160-23-810-019 ER	0.42 174,90			1/2- SINGLE	1/2-	PAVED, PRIV			0-200	1205951
5 160-22-711-001 ER	0.3 187,00			1/2-	SINGLE 1/2-	PAVED	PUBLIC		PUBLIC	1379777
6 160-23-212-024 ER 7 160-23-612-002 ER	0.39 199,00			1/2-	1/2-	LAVED	0-200 PUBLIC,		0-200	1360254
7 160-23-612-002 ER 8 160-23-711-018 ER	0.39 199,00 0.038 222,00			1/2-	1/2-		0-200		PUBLIC,0-200 0-200	1316858 1373969
9 160-23-612-025 ER	0.47 229,000			1/2-	1/2-	5.44.55	PUBLIC	(-200, PUBLIC	1384499
10 160-23-711-019 ER	0.63 255,000			1/2-2AC	1/2- 1/2-2AC	PAVED	PUBLIC,		PUBLIC	1369453
11 160-22-710-030 ER 12 160-23-213-010 ER	0.44 290,000				SINGLE		PUBLIC		PUBLIC	1384501
13 160-23-311-001 ER	0.52 295,000 0.41 299,000			1/2-	1/2-	PAVED	0-200		PUBLIC 1-200	1355748 1213019
14 160-22-810-001 ER	0.62 373,000			SINGLE 1/2-2AC	SINGLE		0-200		-200	1364272
15 160-23-315-002 ER	0.37 465,000			1/2-ZAC	1/2-2AC 1/2-	*	0-200		-200 -	1360280
16 160-23-310-006 S 17 160-23-211-026 S	0.4 205,000			SINGLE		PAVED	PUBLIC 0-200		UBLIC	1358230
18 160-23-311-001 S	0.34 170,000 0.41 219,900	점 :: : : : : : : : : : : : : : : : : :	Part of the second seco	SINGLE	SINGLE	PAVED	0-200		-200 -200	1238140 1289648
19 160-23-515-001 S	0.16 119,000			SINGLE 1/2-	SINGLE	PAVED	0-200		-200	1289742
20 160-23-810-005 S 21 160-23-518-012 S	0.33 129,000	119,000	10/19/2012	1/2-	1/2- PUD	PAVED	PUBLIC	P	UBLIC	1076456
22 160-23-810-001 S	0.26 215,000	175,000	12/21/2012	SINGLE	SINGLE	IAVED	0-200 0-200		-200	1266438
23 160-23-213-011 S	0.35 150,000 0.5 249,000			1/2-	1/2-		PUBLIC		UBLIC,0-200 UBLIC	1273169 1191139
24 160-22-710-014 ER	0.0 995,000		11/20/2012	1/2- 1/2-	1/2-	PAVED	0-200		-200	1209315
25 160-23-212-027 S 26 160-23-211-037 S	0.26 99,500	110,000	04/11/2013	1/2-	1/2- 1/2-	PAVED PAVED	0-200		200	1364241
27 160-23-211-043 S	0.27 150,000 0.29 140,000	138,000	07/16/2013	1/2-2AC	1/2-2AC	PAVED	0-200 PUBLIC		200	966907
28 160-23-216-003 ER	0.29 140,000 1.0 4,500,000	110,000	07/12/2013	1/2-	1/2-	PAVED	PUBLIC		UBLIC UBLIC	1354832
	1,445,500			SINGLE	SINGLE	DIRT, GRAVEL	0-200		200	1285934 1330476